

OHIO COUNTY ASSESSOR

OHIO COUNTY COURT HOUSE

413 MAIN STREET • RISING SUN, IN 47040

PHONE: 812-438-3264

FAX 812-438-4590

BOBBY JOE KEITH
ASSESSOR

10

10/11/07

I HAVE COPIES
TO Renee L.
& TIM R.

Appraisal Research Corporation

Hon. Jim Davis

Regional Manager

Indiana Appraisal Operations

125 West Main Street, Suite 2

Greensburg, IN 47240

April 26, 2007

Dear Mr. Davis:

The contract that Ohio County now has with Appraisal Research for Technical Assistance was issued October 4th, 2004. Since that time, new guidelines concerning this type of contract have been initiated. It now becomes necessary to terminate this contract, as I have previously related to you, so that I may go out for bids to enter into a new contract that incorporates all the now required components as well as DLGF approvals. The current contract shall terminate 30 days from the above date, as noted in Section 5.c of the contract.

Thanks for your help in this matter.

Sincerely,

Bobby J. Keith

Bobby J. Keith

Ohio County Assessor

CONTRACT FOR TECHNICAL ASSISTANCE

This contract is entered into this 4th day of October, 2004, by and between the Ohio County Commissioners representing the Ohio County Assessor hereinafter referred to as the "Assessor", and Appraisal Research Corporation, an Ohio Corporation with offices in Greensburg, Indiana, licensed to do business in Indiana, hereinafter referred to as "Professional Appraiser".

RECITALS

- A. The Assessor has determined that he should employ the Professional Appraiser as a technical advisor for general assessment purposes according to the provisions of IC 6-1.1-4-17;
- B. The Assessor wishes to contract with the Professional Appraisers and the Professional Appraisers are willing to be contracted by the Assessor;
- C. The Professional Appraiser is a Professional Appraiser as that term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7;
- D. This Contract is subject to the provisions of 50 IAC 15, and Professional Appraiser will comply with the provisions of 50 IAC 15 in connection with this Contract; and

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the Assessor and Professional Appraiser agree as follows:

1. Incorporation Of Recitals.

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement.

2. Duties of Professional Appraiser.

- (a) The Professional Appraiser shall provide technical assistance to the Assessor in connection with the application of rules and regulations developed by the Department of Local Government Finance concerning the yearly update of real parcels to reflect valuations more closely aligned to current sales.

(b) This technical assistance shall be in the form of providing the Assessor with all necessary information, documentation and valuation calculations necessary to implement the yearly update of real property parcels. This shall include:

1. Sales Disclosure Forms Management. The Professional Appraiser shall be responsible for providing data entry of all sales into the SDARS program currently in place in the County. Sales validation, if necessary, shall be done via mail or telephone.
2. Ratio Study Analysis. The Professional Appraiser shall develop the annual trending factor pursuant to IC Code 6-1.1-5.5-3. This factor shall be developed according to Department of Local Government Finance rules and regulations and shall be in both electronic and written format. The Professional Appraiser shall provide a plan to correct any areas that may not fall within acceptable guidelines.
3. Land Valuation Recommendations. The Professional Appraiser shall provide recommended land valuation changes as indicated by the sales used in developing the trending factor.
4. Neighborhood Factors. The Professional Appraiser shall analyze and make recommendations as to the neighborhood delineation and ratio study. Data shall be submitted in electronic and written format documenting needed changes.

3. Consideration.

The Assessor shall pay the Professional Appraiser as follows:

- (a) A fee of EIGHT THOUSAND DOLLARS (\$8,000.00) in full payment for the complete performance of all duties, responsibilities and activities set out in this contract.

4. Additional Services

At the Assessor's instruction, the Professional Appraiser shall be available to visit parcels that may need a field inspection. This inspection shall provide all necessary data in order to price the parcel on the County's computer system. A digital picture of the main structure on the parcel shall also be included.

The cost of these visits shall be TWENTY DOLLARS (\$20.00) per parcel for each parcel visited. Payment for this service shall be made on a monthly basis as the work is completed.

5. Term Of Contract.

- (a) On the first day of the month the Assessor shall have the previous month's sale disclosures with an appropriate property record card available for pickup, by the Professional Appraiser.

(b) The Professional Appraiser shall complete all work to be performed under this Contract within the timeframe set out in the Department of Local Government Finance guidelines governing yearly trending.

(c) This contract shall remain in force until either party notifies the other that the service provided are terminated. This notice shall be in writing and shall be served thirty days before the ending of the contract.

6. Professional Appraiser Certification; Contract Void on Revocation.

(a) The Professional Appraiser must be certified as a "professional appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that he/she/it is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "professional appraiser" under IC 6-1.1-31.7 through the term of this Contract (see Exhibit "C").

(b) In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Professional Appraiser's certification as a "professional appraiser" under IC 6-1.1-31.7 is revoked.

7. Time And Manner Of Payment.

The Professional Appraiser shall be paid as follows:

Payment shall be made in twelve equal installments with the first installment due one month following the execution of this agreement. Claims shall be submitted and processed according to County policy.

8. Non-Discrimination.

Pursuant to IC 22-9-1-10, the Professional Appraiser and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

9. General Provisions.

(a) This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the Assessor and the Professional Appraiser. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

(b) No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.

(c) In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

(d) This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.

(e) This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of the Professional Appraiser under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the Assessor.

10. Delays.

Whenever the Professional Appraiser or the Assessor have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within 10 days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

11. Independent Contractor

In the performance of this Contract, Professional Appraiser will be acting in an individual capacity and not as an agent, employee, partner, joint venturer or associate of the Assessor. The employees or agents of the Professional Appraiser shall not be deemed or construed to be the employees or agents of the Assessor for any purpose whatsoever.

12. Liability.

The Professional Appraiser agrees to indemnify, defend, and hold harmless the Assessor and their townships and county, and all agents, officers and employees of those townships and that county, from all claims and suits including, court costs, attorney's

fees, and other expenses, caused by any act or omission of the Professional Appraiser and/or its subcontractors, in connection with this Contract.

13. Subcontracting.

No subcontractors shall be used in the performance of this contract. This limitation shall not include the purchase of standard supplies, raw materials or computer systems.

14. Force Majeure.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

15. Maintaining A Drug-Free Workplace.

Professional Appraiser hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Assessor within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace.

In addition to the provisions of the above, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Professional Appraiser further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Professional Appraiser in conjunction with this Contract and which is appended as an Attachment to this Agreement.

It is further expressly agreed that the failure of Professional Appraiser to in good faith comply with the terms of the above, or falsifying or otherwise violating the terms of the certification referenced above shall constitute a material breach of this Contract, and shall entitle the Assessor to impose sanctions against Professional Appraiser including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of Professional Appraiser from doing further business with the County for up to three (3) years.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 4th day of October, 2004.

OHIO COUNTY

By: *David D. Brown*
Commissioner

By: *Walter E. Rudden*
Commissioner

By: _____
Commissioner

ATTESTED:

Deborah Johnson
County Auditor

Betty Quirehead - 10-7-04
Ohio County Assessor

PROFESSIONAL APPRAISER: Appraisal Research Corporation
04-IN-145-OHI-00-70

By: *Virginia R. Whipple*
Virginia R. Whipple, AAS
Regional Manager

STATE OF INDIANA

DEPARTMENT OF LOCAL GOVERNMENT FINANCE
PHONE (317) 232-3777
FAX (317) 232-8779



INDIANA GOVERNMENT CENTER NORTH
100 NORTH SENATE AVENUE N1058(B)
INDIANAPOLIS, IN 46204

MEMORANDUM

To: Assessing Officials

From: Michael Dart, General Counsel

Date: July 2006

Subject: Contracts for Assessment or Reassessment Services

As you know, the Department of Local Government Finance (Department) is charged with oversight of contracts between assessing officials and vendors for assessment and reassessment services. In an effort to assist your offices, we have prepared this memo outlining some helpful tips for the contracting process.

1. Assessing officials may not use the services of a professional appraiser without a written contract developed by the Department or a contract specifically approved by Department. The standard contracts for general reassessment and annual adjustment can be found on our website. We are in the process of developing standard contracts for other assessing functions as well. If you choose to use a non-Department contract, send it in for Department approval before it has been signed.
2. Review and be aware of the requirements of Ind. Code § 6-1.1-4-19. This section specifies that all contracts should include completion dates, penalty clauses, periodic reports, types of services, and data collection/data sharing. These topics must be addressed in your contract in order to obtain Department approval.
3. Indiana law requires that each contract be put out for bid. This is also a good business practice. There are a significant number of vendors operating in Indiana, and the competition for assessment contracts should be used to keep costs down and save taxpayer money. If you have a variety of options, your negotiating position will be stronger.
4. Before choosing a vendor, consider the available resources of each bidder. If they are relatively low-staffed and have commitments with several other counties, they may be unable to finish your work in a timely manner.

5. Be certain that your selected vendor understands the connection between the contract and the county's responsibility to report compliant data to the Department and Legislative Services Agency. You should make data compliance essential to performance of the contract and consider including remedies against the vendor if Property Tax Replacement Credit money is withheld from your county due to a failure of performance by the vendor.
6. In drafting the contract, review each specific service that needs to be performed and make clear in the contract whether the assessor or the vendor will be responsible for that service. Make sure that the vendor knows exactly what you expect them to do. Do not expect the vendor to have the same understanding of what you need out of the contract without putting it in the contract.
7. Maintain close contact with your vendor during the work. Unfortunately we have heard of instances where the assessing official signs the contract and then fails to monitor the vendor's work. While this is a disservice to the taxpayers, it also enhances the likelihood of assessment problems. Assessing officials need to stay involved with their vendors, understand what the vendor is doing, and review the quality of the vendor's work. This can be accomplished by reviewing status reports, setting goals or intermediate completion dates and closely monitoring progress. Keep in mind that *you* are ultimately responsible for completion of the work, not the vendor.
8. Do not sign any contract that provides for assessing data generated to belong to or be exclusively owned by the vendor. Property tax data is the property of the local and state governments and should never cost government money to obtain. Some vendors try to obtain possession and legal ownership over the data. We consider this to be in violation of several provisions of Indiana law, but if you have agreed to their contract you may be bound by their terms.
9. As always, we recommend that you work with your county attorney during the contract drafting process. County attorneys are a valuable resource that provides you with a direct attorney-client relationship that the Department cannot. The county attorney may also be able to help coordinate the interaction of the contracting functions of other county offices to promote data collection and save tax dollars.
10. Remember to send copies all of contracts to the Department for tracking. The Department is collecting data to analyze the cost efficiency of assessment vendor contracts in Indiana. We will be distributing this information to the assessing community later this year, and hope it will provide further information to assist local assessors in decision-making regarding contracts.

Contact the Department if you have questions regarding the contract approval process or any of the information in this memo. We can be reached at the above number or at (317) 233-0166.

413 Main St., Rising Sun, IN 47040
812-438-3264
812-438-4590 (Fax)

**Ohio County
Assessor**

Fax

To: John Stroup - Ohio County Attorney
From: Bobby J. Keith

Fax: 537-~~5367~~ 4367

Pages: 10 Including cover sheet

Phone:

Date: 4-25-07

Re:

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● Comments:

John,

It is necessary to terminate this contract so that I can enter into a new one with whomever the successful bidder is for the job as requested for in the quotes. The Commissioners opened in their last night meeting, when you were there.

Is this termination notice OK?

Do you feel I will have to pay for any of the old contract since they have not done anything this year toward the 2007 pay 2008. Understanding value? Some Counties say they are not paying anything since the state came up with new requirements.

thanks
Bobby Joe